



**UNITED STATES MARINE CORPS**  
MARINE CORPS AIR STATION  
BOX 99100  
YUMA, ARIZONA 85369-9100

StaO 11100.2B  
3JC  
13 FEB 1992

STATION ORDER 11100.2B

From: Commanding Officer  
To: Distribution List

Subj: OCCUPANT RESPONSIBILITY AND LIABILITY FOR MARINE CORPS  
FAMILY HOUSING

Ref: (a) MCO P11000.22  
(b) StaO 11101.3B  
(c) StaO P11101.22B  
(d) Title 10, U.S.C. 2775  
(e) DOD 7200.10-M (NOTAL)  
(f) DOD Pay Manual, tables 7-7-3 and 7-7-7 (NOTAL)

Encl: (1) Conditions of Occupancy for Military Family Housing

1. Purpose. To establish policy and provide guidance concerning the residents' responsibilities for the care and maintenance of family housing, and residents' liability for damage to family housing facilities, equipment, or furnishings aboard Marine Corps Air Station (MCAS) Yuma, Arizona.

2. Cancellation. StaO 11100.2A.

3. Information

a. As directed by reference (a) and to amplify references (b) and (c), this order provides guidance to residents regarding their responsibilities and liabilities as tenants of government owned and controlled family housing.

b. Prudent housing management involves a reasonable degree of responsibility by the resident for the care and maintenance of the housing unit assigned to the number.

c. Reference (d) provides that action may be taken to obtain voluntary or involuntary deductions from the member's pay for the cost of repair or replacement because of loss or damage of family housing facilities, equipment, or furnishings caused by abuse or negligence.

4. Policy

a. Family housing residents are responsible for routine maintenance, minor repair, operation, housekeeping, and related servicing of an assigned dwelling, including government-owned

furnishings and maintenance of designated grounds, as would be expected of tenants in private rental housing. Residents are provided clean, habitable well-kept quarters and are required, upon vacating, to return the assigned quarters and the assigned grounds in a clean condition, ordinary wear and tear excepted.

b. All residents shall be clearly informed of their responsibilities and potential liabilities when assigned government quarters. Residents held accountable for any loss or damage of government property will be given due process protection per reference (e). The monthly rate of collection for damages or loss will be as shown in references (e) and (f).

c. The assigned resident is liable for loss or damage to any government family housing facility, equipment, or furnishings caused by abuse or negligence by the resident or the resident's dependents or guests. The resident is responsible for correction of any loss or damage caused by abuse or negligence. Residents will be given the opportunity to voluntarily reimburse the Government. Determination of liability will be made per reference (e). In making determinations of liability and waivers, the following definitions shall be used:

(1) Abuse. Conduct evidenced by unauthorized use, willful neglect, or damage to government property.

(2) Negligence. The failure to act as a reasonably prudent person would have acted under similar circumstances.

(3) Gross Negligence. An extreme departure from the course of action to be expected of a reasonably prudent person, all circumstances being considered, and accompanied by a reckless, deliberate, or wanton disregard for the foreseeable consequences for the act. Abandonment of quarters by a resident shall be considered gross negligence.

(4) Willful Misconduct. Conduct evidenced by intentional damage, destruction, or loss of government property.

d. The maximum financial liability an occupant may incur is limited to an amount equivalent to one month's base pay, collected as provided in reference (f). This liability limitation does not apply if the Commanding Officer, MCAS Yuma determines that the damage or loss has been the result of:

(1) Gross negligence or willful misconduct by the resident.

(2) Gross negligence or willful misconduct by the resident's dependents or a guest of either the resident or the resident's dependents. In the absence of evidence to the contrary, residents are presumed to be aware of their responsibilities when inviting guests upon the premises.

e. Nothing in paragraph 4.d., preceding, shall restrict or limit the right of the United States to seek full recovery from available insurance owned by the resident up to the limit of the actual loss or damage for which the resident or his/her dependents and guests are determined to be liable.

f. The Commandant of the Marine Corps (CMC) has been delegated authority to compromise or waive claims pursuant to reference (d) if, based upon unique circumstances of the individual case, it is determined that the compromise or waiver of claim is in the best interest of the United States.

g. The enclosure is a condition of occupancy form to be completed in order to ensure all service members are aware and understand the rules regarding resident responsibilities and liabilities when assigned to marine Corps family housing.

## 5. Action

a. All prospective residents of family housing shall comply with the provisions of this Order and enclosure (1). Failure to comply may result in denial of government housing.

b. This Order and its enclosure should be read and kept in a readily accessible place during occupancy.

6. Summary of Revision. This revision contains a substantial number of changes and should be reviewed in its entirety.

  
C. J. TURNER

DISTRIBUTION: B

Copies to: 3JC (200)  
Residents of Family Housing (821)



CONDITIONS OF OCCUPANCY FOR MILITARY FAMILY HOUSING

1. Occupancy

\_\_\_\_\_ is assigned to \_\_\_\_\_  
to be occupied as military family housing of the United States on \_\_\_\_\_.

2. Resident Use

The residents shall use the premises solely as a single-family residence for themselves and their dependents. Use of the unit for any other purpose, including the shelter of any additional number of persons, except temporary guests, is prohibited without prior written consent of the Commanding Officer, Marine Corps Air Station, Yuma or his representative. Temporary guests are those persons who occupy the property for no more than 15 consecutive days.

3. Good Repair

Except as otherwise provided herein, the housing authority shall maintain the property in good repair and habitable condition and shall be responsible for all repairs not caused by abuse or negligence of the residents, their dependents, or guests during occupancy. Repair or replacement of government equipment or furnishings because of normal wear and tear shall also be at the expense of the housing authority.

4. Pets

If authorized pets are kept on the premises, the residents understand that arrangements for having the house treated for fleas and ticks, as necessary, and arrangements for cleaning carpeting (if any) at the termination of occupancy, are their responsibility. The residents further understand that any damage caused to the unit or grounds by their pet(s) is also their responsibility.

5. Condition of Property

The Housing Office and the resident will have inspected the property, and both parties agree that the property is in a fit and habitable condition. Any discrepancy items noted by the resident shall be submitted in writing and received by the Housing Office generally within 48 hours of occupancy.

ENCLOSURE (1)

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6. Plumbing and Appliances

The resident shall maintain the premises, including all plumbing fixtures, facilities, and appliances, as clean and safe as conditions permit and shall attempt to unclog and keep clear all waste pipes, drains and water closets where possible. At the termination of occupancy, all appliances and equipment shall be in good working order and the premises shall be in clean and functional condition, normal wear and tear excepted.

7. Use and Repair of Facilities

The residents shall use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, other fixtures, facilities and appliances that are in or on the premises in a reasonable manner. Any damage caused by either the resident, their dependents, or guests beyond normal wear and tear shall be repaired at the resident's expense.

8. Damaging Property

If the resident willfully or negligently destroys, defaces, damages, impairs, or removes any part of the premises (including fixtures, facilities, and appliances) or willfully or negligently permits any person to do so, the resident shall be held responsible for the damages.

9. General Maintenance

Residents shall, at their own expense, (a) keep up and preserve in good condition any lawn, vines, shrubbery and gardens and keep all approved fences in good repair, normal wear and tear excepted; (b) remove leaves, sticks, and other debris that accumulates on the property; (c) furnish their light bulbs; and (d) replace or repair all broken or damaged glass, screens, and locks occurring during their occupancy, normal wear and tear excepted.

Any repair or replacement of property, equipment, or appliances required because of abuse or negligence by acts of commission or omission of the resident, their dependents, or guests, shall be paid for by the resident. The consent of the housing manager must be obtained before the resident places any exceptionally heavy articles, in the unit which may damage the unit's structural integrity. Waterbeds are not allowed on the second floor.

ENCLOSURE (1)

10. Notice of Defects or Malfunction

The resident shall notify the Housing Office whenever the structure, equipment, or any fixture contained therein becomes defective, broken or damaged, or malfunctions in any way.

11. Conduct

Residents, their dependents and guests shall conduct themselves in a manner that will not disturb their neighbors.

12. Health and Safety

The resident shall comply with all health and safety regulations imposed by the local command, to include proper cleaning and sanitation practices.

13. System Overloads

The resident shall not install or use any equipment that will overload gas, water, heating, electrical, sewage, drainage, or air-conditioning systems of the assigned premises.

14. Smoke Detectors

It is the responsibility of the resident to check smoke detectors periodically during occupancy; replace batteries as necessary; keep the smoke detectors in proper working condition; and report any malfunctions to the Housing Office.

15. Insurance

It is recommended that the housing resident obtain a comprehensive insurance policy which provides for protection of their personal property and the unit to which they are assigned.

16. Redecorating and Alterations

The resident shall obtain written consent from the Housing Office before redecorating or making any alterations, additions, or improvements. Such alterations may, at the option of the Housing Manager, remain with the property or be removed by the resident. When removing such alterations, the resident shall ensure that the premises are returned to original condition at their expense.

ENCLOSURE (1)

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17. Periods of Absence

Per reference (b), resident shall notify the Housing Office whenever extended absences from quarters are anticipated.

18. Access to Property by the Housing Manager and Duly Designated Representatives

Upon reasonable notice to the resident and at reasonable times, the installation commander or a duly designated representative may enter the premises to: (a) inspect the property; (b) make necessary repairs, alterations, or improvements; and (c) supply necessary or agreed upon services. If the residents are not at home when the premises are to be entered, the housing representative shall (in decreasing order of preference) have a representative from the resident's command or unit, a security officer, or a disinterested third party accompany them when entering the quarters.

19. Neglect and Costs

If, at any time during the term of this occupancy, the Housing Office is required to make repairs to the property or its equipment for damages caused by the abuse or negligence of the resident or the resident's dependents or guests, it is understood the repairs shall be made at the resident's expense. The housing resident will normally be afforded the right to complete necessary repairs either by outside contractor or on their own, subject to final inspection of the work by the Housing Office.

I have read and understand all of the conditions contained herein.

Sponsor	Date	Housing Representative	Date
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Spouse	Date
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ENCLOSURE (1)